

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JERI CONNOLLY, et al.,

Plaintiffs,

v.

WEIGHT WATCHERS NORTH
AMERICA, INC.,

Defendant.

Case No. 14-cv-01983-TEH

**ORDER: (1) GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND PLAN OF
DISTRIBUTION; (2) APPROVING
SERVICE PAYMENTS TO NAMED
PLAINTIFFS; (3) APPROVING
ATTORNEY'S FEES TO CLASS
COUNSEL; AND (4) RETAINING
JURISDICTION**

This matter came on for hearing on December 15, 2014, on Plaintiffs' Jeri Connolly and Rhonda Arneson's ("Plaintiffs," "Representative Plaintiffs") Motion for final approval of the proposed settlement of this action on the terms set forth in the Joint Stipulation of Settlement and Release (the "Agreement"), attached hereto as Exhibit 1.¹ Due and adequate notice having been given to the members of the settlement Class, and the Court having considered the Agreement, all papers and proceedings held herein, and all oral and written comments received regarding the proposed Settlement, and having reviewed the entire record in this action, *JERI CONNOLLY and RHONDA ARNESON, individually and on behalf of all others similarly situated, v. WEIGHT WATCHERS NORTH AMERICA, INC.*, Case No. CV 14-01983-TEH, ("the Action"), and good cause appearing, finds that:

WHEREAS, Plaintiffs have alleged claims against Defendant Weight Watchers North America, Inc. ("Weight Watchers") on behalf of themselves and all individuals who worked for Weight Watchers as "Leaders" and "Receptionists," including those who

¹ All capitalized terms appearing in this Order that are not defined herein shall have the meanings assigned to them in the Parties' Joint Stipulation of Settlement and Release.

performed “Location Coordinator” work (pay codes 40 and 41) in California at any time during the period from January 9, 2011, to December 9, 2012; and

WHEREAS, Plaintiffs assert claims that Defendant failed to pay its meeting “Leader” and “Receptionist” employees at least the minimum wage for all hours worked, failed to pay them premium overtime wages for all overtime hours worked, failed to pay them the required minimum wage for working “split shifts,” failed to reimburse them for all expenses incurred in the course of their employment, failed to provide them with itemized pay statements showing their total hours worked and the rates or formulae used for calculating their meeting pay, failed to pay employees at least the minimum wage and/or the contract wage for all hours they spent performing Location Coordinator Work (as hereinafter defined), failed to keep required payroll and work records, willfully failed to pay all wages due but unpaid at the time of separation from employment, and engaged in “unfair competition” within the meaning of California law by failing to pay required wages and expense reimbursements; and

WHEREAS, Weight Watchers expressly denies the allegations of wrongdoing and violations of law alleged in this Action; asserts that it always properly compensated its employees; and further denies any liability whatsoever to Plaintiffs or to the Class Members; and

WHEREAS, without admitting any liability, claim or defense the Parties determined that it was mutually advantageous to settle this Action and avoid the costs, delay, uncertainty and business disruption of ongoing litigation; and

WHEREAS, this Court granted preliminary approval of the parties’ Agreement in this Action on July 21, 2014 (“Preliminary Approval Order”); and

WHEREAS, notice to the Class members was sent in accordance with the Preliminary Approval Order; and

WHEREAS, a fairness hearing on the proposed Settlement having been duly held and a decision reached,

NOW, therefore, the Court grants final approval of the Settlement, and

1 IT IS HEREBY ORDERED THAT:

2 1. To the extent defined in the Stipulation of Settlement and Release (the
3 “Agreement”), attached hereto as Exhibit 1 and incorporated herein by reference, the terms
4 in this Order shall have the meanings set forth therein.

5 2. The Court has jurisdiction over the subject matter of this action, the
6 Defendant Weight Watchers, and the Class.

7 3. The Court has determined that the notice given to the Class fully and
8 accurately informed all persons in the Class of all material elements of the proposed
9 Settlement --- including the plan of distribution of the Settlement Payment, the application
10 for service awards to the Named Plaintiffs and the application for an attorneys’ fees award
11 to Class Counsel --- constituted the best notice practicable under the circumstances,
12 constituted valid, due and sufficient notice to all Class Members, and complied fully with
13 Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution, and any
14 other applicable laws.

15 4. The Court hereby grants final approval of the Settlement and Agreement as
16 fair, reasonable and adequate in all respects to the Class Members pursuant to Rule 23 of
17 the Federal Rules of Civil Procedure, and orders the Parties and the Settlement
18 Administrator to implement the terms of the Agreement pertaining to the distribution of
19 the Settlement Fund and Net Settlement Fund in accordance with the terms of the
20 Agreement.

21 5. The plan of distribution as set forth in the Agreement providing for the
22 distribution of the Net Settlement Fund to Class Members is hereby finally approved as
23 being fair, reasonable, and adequate pursuant to Rule 23 of the Federal Rules of Civil
24 Procedure.

25 6. As previously held in the Court’s Order Granting Preliminary Approval, the
26 Settlement Class for settlement purposes is appropriate under Fed. R. Civ. P. 23 and
27 related case law and is defined as follows:
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1 Settlement Class: All persons who worked for Weight
2 Watchers North America, Inc. in California as “Leaders” or
3 “Receptionists” including those who performed hourly-paid
location coordinator work (pay codes 40 and 41) at any time
during the period from January 9, 2011 to December 9, 2012,
according to Weight Watchers’ payroll records.

4 7. As previously held in the Court’s Order Granting Preliminary Approval, the
5 Court appoints as Class Counsel, the law firms of Rudy, Exelrod, Zieff & Lowe, LLP as
6 Class Counsel, and Steven G. Zieff as Lead Class Counsel.

7 8. The Court approves payments of service awards of \$12,500 to
8 Representative Connolly and \$10,000 to Representative Arneson for their service to the
9 Class, which shall be paid from, and not in addition to, the Settlement Payment.

10 9. The Court hereby approves the amount of \$10,000 as the amount of the
11 Settlement Fund that is for settlement of Plaintiffs’ claims for penalties under the
12 California Labor Code Private Attorneys General Act and directs Defendant to pay 75% of
13 that amount, or \$7,500, to the California Workforce and Development Agency as its share
14 of the Settlement Fund which is for settlement of PAGA claims.

15 10. The Court approves the payment of attorney’s fees in the amount of
16 \$421,875.00 to Class Counsel, which shall be paid from, and not in addition to, the
17 Settlement Amount.

18 11. The Court also approves the additional payment of attorneys’ costs in the
19 amount of \$8,333.56 to Class Counsel to reimburse them for their expenses, which shall be
20 paid from, and not in addition to, the Settlement Amount.

21 12. Further, the Court also designates two *cy pres* recipients for the proceeds of
22 any Class Member checks that are not cashed: San Francisco Legal Aid Society -
23 Employment Law Center, and The Los Angeles County Bar Association Counsel for
24 Justice.

25 13. The Court hereby dismisses this Action with prejudice, with each party to
26 bear his, her or its own costs and attorney’s fees, except as provided in the Agreement and
27 as set forth above in this Order and as set forth in any other Order issued in response to the
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1 application by Class Counsel for an award of attorney's fees, costs, and expenses, which
2 hearings took place concurrently with the hearing for this Order.

3 14. Upon entry of this Order and the accompanying Judgment, the claims in this
4 Action of each Settlement Class member against Weight Watchers, and against any and all
5 of the Releasees as defined in the Agreement, are fully, finally, and forever released,
6 relinquished and discharged pursuant to the terms of the Agreement.

7 15. Upon entry of this Order and the accompanying Judgment, all members of
8 the Settlement Class are hereby forever barred and enjoined from prosecuting the released
9 claims against any of the Releasees as defined in the Agreement.

10 16. Each member of the Settlement Class is bound by this Order and the
11 Judgment, including, without limitation, the release of claims as set forth in the
12 Agreement.

13 17. This Order, the Judgment, the Agreement, and all papers related thereto, are
14 not, and shall not be construed to be, an admission by Weight Watchers of any liability,
15 claim or wrongdoing whatsoever, and shall not be offered as evidence of any such liability,
16 claim or wrongdoing in this Action or in any other proceeding.

17 18. Without affecting the finality of this Order and the accompanying Judgment
18 filed herewith, the Court reserves exclusive and continuing jurisdiction over the Action,
19 the Named Plaintiffs, the Settlement Class, and the Defendant Weight Watchers for the
20 purposes of supervising the implementation, enforcement, construction, and interpretation
21 of the Agreement, Preliminary Approval Order, distribution of the Settlement Payment and
22 award of attorney's fees, costs, and expenses, the Final Judgment, and this Order.

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24 **IT IS SO ORDERED.**

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26 Dated: 12/16/14



THELTON E. HENDERSON

United States District Judge